

CSD 1001A [07/01/18]

Name, Address, Telephone No. & I.D. No.
 Jesse S. Finlayson, SBN 179443

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 15615 Alton Parkway, Suite 270
 Irvine, CA 92618
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Order Entered on
 May 24, 2023
 by Clerk U.S. Bankruptcy Court
 Southern District of California

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
 325 West F Street, San Diego, California 92101-6991

In Re

Vey's Bandit, LLC

BANKRUPTCY NO. 22-00294-CL7
 ADV. NO. 23-90001-CL

(jrm)

Date of Hearing: N/A

Time of Hearing: N/A

Name of Judge: Judge Christopher B. Latham

Debtor.

ORDER ON**NOTICE OF INTENDED ACTION TO APPROVE THE SETTLEMENT AGREEMENT BETWEEN CHAPTER 7
 TRUSTEE AND STEVEN CAVADIAS, AS TRUSTEE OF THE CAVADIAS FAMILY TRUST**

The court orders as set forth on the continuation pages attached and numbered 2 through 25 with exhibits, if any, for a total of 25 pages. Motion/Application Docket Entry No. 236.

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DATED: May 23, 2023

Christopher B. Latham
 Judge, United States Bankruptcy Court

On May 5, 2023, Christopher R. Barclay (the "Trustee"), the chapter 7 trustee for the bankruptcy estate of Vey's Bandit, LLC, filed and served a Notice of Intended Action [ECF No. 236] (the "NOIA"). The NOIA seeks an order approving the Settlement Agreement dated April 20, 2023 between Chapter 7 Trustee and Steven Cavadias, as Trustee of the Cavadias Family Trust. A file-stamped copy of the NOIA and Proof of Service is attached as Exhibit "1" to this Order. No opposition to the NOIA was filed.

IT IS HEREBY ORDERED that:

1. The Settlement Agreement (attached to the NOIA as Exhibit "B") is approved in its entirety and the relief requested therein is granted.
2. The Trustee is authorized to perform the terms of the Stipulation.

EXHIBIT 1

CSD 1180 [09/01/22]

Name, Address, Telephone No. & I.D. No.

Jesse S. Finlayson, SBN 179443
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re
Vey's Bandit, LLC

BANKRUPTCY NO. 22-00294-CL7

Tax I.D.(EIN)#: _____ /S.S.#:XXX-XX-_____ Debtor .

NOTICE OF INTENDED ACTION AND OPPORTUNITY FOR HEARING**TO OTHER PARTIES IN INTEREST:****You are hereby notified that** Christopher R. Barclay, Chapter 7 Trustee(select one:) the Trustee United States Trustee Debtor-in-Possession Creditor,
proposes to: (check all that apply)

- Use, sell or lease the following property not in the ordinary course of business [include information as required by FRBP 2002(c)(1)] and not free and clear of liens and interests¹;
- Abandon the following property [description of property to be abandoned];
- Compromise or settle the following controversy [description of controversy to be settled and relevant standards for approval as required by LBR 9019];
 - Settlement Agreement dated April 20, 2023 between Chapter 7 Trustee and Steven Cavadias, as Trustee of the Cavadias Family Trust. See Attachment for details.
- Seek allowance of compensation or remuneration to debtor(s) or insiders as provided by LBR 4002-2;
- Seek compensation, commissions, or expenses of professionals to the extent the aggregate compensation and expenses exceed \$1,000 as governed by FRBP 2002(a)(6);
- Seek compensation for reimbursement of expenses from the estate when the application is that of the trustee only;
- Intended dismissal of a complaint or cause of action for denial of discharge under 11 U.S.C. § 727, provided by FRBP 7041;
- Other [specify the nature of the matter]:

¹Note that Form CSD 1199 applies to sales free and clear of liens and interests.

If you object to the proposed action:

1. **You are required** to obtain a hearing date and time from the appropriate Courtroom Deputy for the judge assigned to your bankruptcy case. Determine which deputy to call by looking at the Bankruptcy Case No. in the caption on Page 1 of this notice. If the case number is followed by the letters:

-	MM	-	call (619) 557-7407	-	DEPARTMENT ONE (Room 218)
-	LT	-	call (619) 557-6018	-	DEPARTMENT THREE (Room 129)
-	CL	-	call (619) 557-6019	-	DEPARTMENT FIVE (Room 318)
2. **Within 14² days from the date of service of this motion**, you are further required to serve a copy of your *Declaration in Opposition to Motion* and separate *Request and Notice of Hearing* [Local Form CSD 1184] upon the moving party, together with any opposing papers. The opposing declaration must be signed and verified in the manner prescribed by FRBP 9011, and the declaration must:
 - a. identify the interest of the opposing party; and
 - b. state, with particularity, the grounds for the opposition.
3. **You must** file the original and one copy of the Declaration and Request and Notice of Hearing with proof of service with the Clerk of the U.S. Bankruptcy Court at 325 West F Street, San Diego, California 92101-6991, no later than the next business day following the date of service.
If you fail to serve your “Declaration in Opposition to Intended Action” and “Request and Notice of Hearing” within the 14-day² period provided by this notice, no hearing will take place, you will lose your opportunity for hearing, and the moving party may proceed to take the intended action.

DATED: May 5, 2023

/s/ Jesse S. Finlayson
Moving Party or Attorney

²Depending on how you were served, you may have additional time for response. See FRBP 9006.

In re Vey's Bandit, LLC
Case No. 22-00294-CL7

ATTACHMENT

[Notice of Intended Action and Opportunity for Hearing]

Christopher R. Barclay (the "Trustee"), the chapter 7 trustee for the bankruptcy estate of Vey's Bandit, LLC (the "Debtor"), seeks an order approving the Settlement Agreement dated April 20, 2023 (the "Settlement Agreement") between the Trustee and Stephen Cavadias, as the Trustee of the Cavadias Family 2003 Trust (the "Cavadias Trust"). The Trustee's Declaration in Support of the Notice is attached as Exhibit A to this Notice. A true and accurate copy of the Settlement Agreement is attached to this Notice as Exhibit B. The Trustee submits the following information in compliance with Local Bankruptcy Rule 9019-1:

Nature of the Controversy

On February 7, 2022 (the "Petition Date"), the Debtor commenced the Bankruptcy Case under chapter 7 of the Bankruptcy Code with this Court. The Trustee is the duly authorized and appointed representative of the Debtor's bankruptcy estate pursuant to 11 U.S.C. § 704.

On June 24, 2022, the Cavadias Trust filed Proof of Claim No. 47-1. Proof of Claim No. 47-1 asserts an administrative expense claim for rent and/or storage fees related to the Debtor's inventory that was allowed to remain in a building owned by the Cavadias Trust after the Debtor's bankruptcy was filed.

On January 3, 2023, the Trustee filed an adversary proceeding against the Cavadias Trust and several related defendants. *Barclay v. Cavadias et al.*, U.S.B.C. Adv. No. 22-00294-CL7 (Bankr. S.D. Cal.). Among several other claims, the Trustee alleges that after the Petition Date the Cavadias Trust improperly transferred a portion of the Debtor's inventory (worth approximately \$24,300.00) to a repairman/painter in violation of the automatic stay and/or Bankruptcy Code § 549.

On January 24, 2023, the Trustee filed an Objection to Claim and Notice Thereof with respect to Proof of Claim No. 47-1 [ECF No. 213]. Among other things, the Trustee alleges in the Objection to Claim that (i) it was procedurally improper to assert an administrative expense claim through a Proof of Claim; and (ii) the substantive claim was invalid and should be disallowed for several reasons.

On February 2, 2023, the Cavadias Trust filed a counterclaim in the Trustee's adversary proceeding [Adv. ECF No. 5]. The Counterclaim essentially reasserted the same administrative expense claim related to the postpetition storage of the Debtor's inventory. On March 3, 2023, pursuant to a Court Modified Order on Stipulation re Dismissal of Counterclaim Without Prejudice [ECF No. 20], the Counterclaim was dismissed without prejudice.

On April 7, 2023, the Cavadias Trust filed its Request for Allowance of Administrative Expense and Response to the Trustee's Objection to Claim [ECF No. 229] and related Notice [ECF No. 230]. In these documents, the Cavadias Trust again reasserted an administrative expense claim for storage fees related to the Debtor's inventory in the amount of \$207,746.

The Trustee and the Cavadias Trust have now reached a settlement to resolve these issues.

The Terms of the Settlement

The material terms of the Settlement Agreement are as follows:

- The Settlement Agreement must be approved by the Bankruptcy Court.
- The Cavadias Trust will release the Trustee and the bankruptcy estate from all claims arising out of, connected with, related to, or asserted in (i) Proof of Claim No. 47-1, (ii) the Counterclaim, (iii) the Request for Allowance of Administrative Expense and Response to the Trustee's Objection to Claim, and/or (iv) the use or occupancy by the Debtor, the bankruptcy estate, and/or the Trustee of the building owned by the Cavadias Trust at any time.
- The Trustee will release the Cavadias Trust from all claims arising out of, connected with, related to, or asserted in the Trustee's adversary proceeding regarding the unauthorized postpetition inventory transfer described above.
- Within 10 days after Bankruptcy Court approval, (i) the Cavadias Trust will withdraw Proof of Claim 47-1 and the Request for Allowance of Administrative Expense and Response to the Trustee's Objection to Claim with prejudice; and (ii) the Trustee will dismiss the Tenth, Eleventh, and Twelfth Claims for Relief alleged in the Trustee's Complaint with prejudice.
- The releases and dismissal in the Settlement Agreement will not affect the Trustee's claims and rights against any other party, including the other defendants in the Trustee's adversary proceeding, or any other claim not expressly dismissed as set forth above.

The Financial Impact upon the Estate

The Settlement Agreement materially benefits the bankruptcy estate. The proposed settlement is effectively a "walk away" with respect to the issues described above. The Cavadias Trust is releasing the alleged administrative expense claim for storage of the Debtor's inventory in the amount of \$207,746. In return, the Trustee is waiving and releasing the claims related to the unauthorized postpetition inventory transfer worth \$24,300.

The Settlement Agreement Complies with the Requirements for Settlement Approval under Controlling Case Law Authority

Compromises and settlements in bankruptcy should be approved if they are "fair and equitable." *Martin v. Kane (In re A&C Props.)*, 784 F.2d 1377, 1381 (9th Cir. 1986). This Court should consider the following factors in considering whether a proposed settlement is fair and equitable:

- (a) the probability of success in the litigation;
- (b) the difficulties, if any, to be encountered in the matter of collection;
- (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it;
- (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises.

A&C Props., 784 F.2d at 1381; *Woodson v. Fireman's Fund Ins. Co. (In re Woodson)*, 839 F.2d 610, 620 (9th Cir. 1988).

Basic to this determination is consideration of the "likely rewards of litigation." *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 425 (1968). The Bankruptcy Court is not required to decide the numerous questions of law and facts raised by the litigation. Instead, the Bankruptcy Court's responsibility is only to "canvass the issues to see whether the settlement 'falls below the lower point in the range of reasonableness.'" *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 613 (2d Cir. 1983).

Here, the proposed settlement meets these requirements. The Settlement Agreement relieves the estate of liability for a potentially sizable priority/administrative expense claim. Litigating the validity and amount of the Cavadias Trust's alleged administrative expense claim would have been costly and time consuming. Under the Settlement Agreement, the Cavadias Trust releases this claim in its entirety. This is a substantial benefit to the estate. In return, the Trustee agrees to waive the estate's claims related to the unauthorized postpetition inventory transfer worth \$24,300. The benefits of the Settlement Agreement to the estate clearly outweigh any concessions agreed to by the Trustee.

* * *

For these reasons, the Trustee requests that the Court enter an order approving the Settlement Agreement.

EXHIBIT A

1 **DECLARATION OF CHRISTOPHER R. BARCLAY**

2 I, Christopher R. Barclay, declare:

3 1. I am the chapter 7 trustee for the bankruptcy estate of Vey's Bandit, LLC
4 (the "Debtor"). I have personal knowledge of the facts stated in this declaration, and if
5 called as a witness, I could and would testify competently to these facts under oath,
6 except to matters which are stated on information and belief, and as to those facts, I am
7 informed and believe that they are true.

8 2. I submit this declaration in support of the Notice of Intended Action and
9 Opportunity for Hearing (the "Notice") requesting approval of my proposed settlement
10 with Stephen Cavadias, as the Trustee of the Cavadias Family 2003 Trust
11 (the "Cavadias Trust").

12 3. A true and accurate copy of the Settlement Agreement dated April 20,
13 2023 (the "Settlement Agreement") with the Cavadias Trust is attached as Exhibit B to
14 the Notice.

15 4. The facts stated in the Attachment to the Notice are accurate to the best of
16 my knowledge.

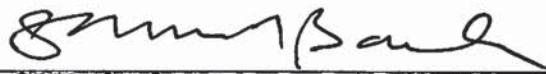
17 5. The Settlement Agreement materially benefits the Debtor's bankruptcy
18 estate. The proposed settlement is effectively a "walk away" with respect to the issues
19 described in the Attachment to the Notice. The Cavadias Trust is releasing the alleged
20 administrative expense claim for storage of the Debtor's inventory in the amount of
21 \$207,746. In return, I am waiving and releasing the claims related to the unauthorized
22 postpetition inventory transfer worth \$24,300.

23 6. I weighed a number of factors in negotiating and ultimately agreeing to
24 the compromise set forth in the Settlement Agreement, using the best information that
25 was available to me.

26 7. The compromise proposed in the Settlement Agreement is in the best
27 interest of creditors and the estate for the reasons stated in the Attachment to the
28 Notice. Accordingly the compromise embodied in the Settlement Agreement, which

1 was negotiated at arm's length, constitutes a significant and meaningful benefit to the
2 Debtor's estate and will benefit the Debtor's creditors.

3 I declare under penalty of perjury under the laws of the United States of
4 America that the foregoing is true and correct. Executed on May 3, 2023, in San
5 Diego, California.

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CHRISTOPHER R. BARCLAY

EXHIBIT B

SETTLEMENT AGREEMENT

Christopher R. Barclay, Chapter 7 Trustee (the “Trustee”), as the chapter 7 trustee for the bankruptcy estate of Vey’s Bandit, LLC (the “Debtor”) in U.S.B.C. Case No. 22-00294-CL7 (the “Estate”), and Stephen Cavadias, as the Trustee of the Cavadias Family 2003 Trust (the “Cavadias Trust”) agree, effective April 20, 2023 as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts:

A. Disputes have arisen among the parties, including the following:

(1) **Cavadias Trust Proof of Claim.** On June 24, 2022, the Cavadias Trust filed Proof of Claim No. 47-1 (“Cavadias Trust Proof of Claim”). On January 24, 2023, the Trustee filed an Objection to Claim and Notice Thereof with respect to Proof of Claim No. 47-1 [ECF No. 213]. On February 17, 2023, the Cavadias Trust filed a Notice of Withdrawal of Proof of Claim No. 47-1 [ECF No. 218]. On March 13, 2023, the Trustee filed a Motion to Strike the Cavadias Trust’s Notice of Withdrawal, Sustain the Trustee’s Objection to Claim, and Disallow Proof of Claim No. 47-1 by Default [ECF No. 223]. On March 20, 2023, the parties filed a Stipulation [ECF No. 225] that, among other things, withdrew the purported Withdrawal of Proof of Claim No. 47-1 and set the Trustee’s Objection to Claim for hearing.

(2) **Cavadias Trust Request For Allowance of Administrative Expense.** On April 7, 2023, the Cavadias Trust filed its Request For Allowance of Administrative Expense and Response to the Trustee’s Objection to Claim (“Cavadias Trust Administrative Expense”) [ECF No. 229] and related Notice [ECF No. 230]. The Cavadias Trust Proof of Claim and Cavadias Trust Administrative Expense assert an administrative expense arising from the post-petition storage of property of the Estate at the premises located at 2780 Via Orange Way, Spring Valley, California (the “Via Orange Way Facility”).

(3) **Trustee’s Adversary Proceeding.** On January 3, 2023, the Trustee commenced an Adversary Proceeding entitled *Barclay v. Cavadias et al.*, U.S.B.C. Adv. No. 23-90001-CL (Bankr. S.D. Cal.) (the “Adversary Proceeding”). On February 2, 2023, the Cavadias Trust filed a counterclaim (“Counterclaim”) [ECF No. 5]. On March 3, 2023, pursuant to a Court Modified Order on Stipulation re Dismissal of Counterclaim Without Prejudice [ECF No. 20], the Counterclaim was dismissed without prejudice.

B. The Trustee and the Cavadias Trust have now reached a settlement to resolve the Proof of Claim, the Administrative Expense, the Counterclaim and certain related claims in the Trustee's Adversary Proceeding.

2. **LIMITED RELEASES.** In return for the consideration as provided herein, the value of which is acknowledged, the Parties promise, agree, and generally release as follows:

A. **Release By Cavadias Trust.** Except as to such rights and/or claims as may be created by this Agreement, the Cavadias Trust, on behalf of itself and its agents, heirs, assigns, affiliates, predecessors, successors, trustees, beneficiaries, and related parties, including, without limitation, Stephen Cavadias, individually, hereby release, remise, and forever discharge the Trustee and the Estate from any and all current and/or potential claims, demands, and causes of action, known and/or unknown, suspected and/or unsuspected, disclosed and/or undisclosed, heretofore or hereafter ("Claims"), arising out of, connected with, related to, or asserted in:

- (1) the Cavadias Trust Proof of Claim,
- (2) the Cavadias Trust Administrative Expense,
- (3) the Counterclaim, and/or
- (4) the use or occupancy of the Via Orange Way Facility by the Debtor, the Estate, and/or the Trustee at any time.

B. **Release By Trustee.** Except as to such rights and/or claims as may be created by this Agreement, the Trustee, on behalf of the Estate and its agents, heirs, assigns, affiliates, predecessors, and successors, hereby release, remise, and forever discharge the Cavadias Trust from any and all Claims arising out of, connected with, related to, or asserted in:

- (1) Paragraph 68 of the Complaint [ECF No. 195] relating to the alleged "Unauthorized Postpetition Inventory Transfer" of goods belonging to the Estate and/or
- (2) The Tenth, Eleventh, and Twelfth Claims for Relief alleged in the Complaint.

C. **Reservation of Other Claims and Defenses.** The Parties acknowledge and agree that this Agreement does not resolve all of the claims and the disputes between the Parties, and that the releases contained herein are intended to release

only claims by and against the Cavadias Trust relating to the post-petition storage or post-petition transfer of inventory of the Estate at the Via Orange Way Facility.

4. COURT APPROVAL. This Agreement is conditioned upon Bankruptcy Court approval. The Trustee shall take all reasonable steps to seek such approval.

5. DISMISSALS OF RELEASED CLAIMS. Within ten business days of the entry of an order of the Bankruptcy Court approving this Agreement, the Cavadias Trust will cause a Withdrawal of the Administrative Expense with prejudice, and the Trustee shall cause the Tenth, Eleventh, and Twelfth Claims for Relief alleged in the Complaint to be dismissed with prejudice.

7. GENERAL PROVISIONS:

A. This Agreement, the releases contained herein, and the consideration referred to herein, effect the settlement of claims which are denied and contested, and neither anything contained herein nor the giving of the consideration provided for herein shall be construed as an admission by any party hereto of any liability of any kind.

B. Each Party has participated in the drafting and preparation of this Agreement, and no provision of this Agreement shall be interpreted for or against a Party because that Party or that Party's representative drafted such provision, and the Agreement shall be construed as if prepared by all Parties jointly.

C. Each Party shall pay for their own legal fees, costs, and other expenses relating to the negotiation and execution of this Agreement.

Stephen Cavadias, as Trustee of the
Cavadias Family 2003 Trust



Christopher R. Barclay, Chapter 7 Trustee for the
Bankruptcy Estate of Vey's Bandit, LLC in
U.S.B.C. Case No. 22-00294-CL7

C. Reservation of Other Claims and Defenses. The Parties acknowledge and agree that this Agreement does not resolve all of the claims and the disputes between the Parties, and that the releases contained herein are intended to release only claims by and against the Cavadias Trust relating to the post-petition storage or post-petition transfer of inventory of the Estate at the Via Orange Way Facility.

4. COURT APPROVAL. This Agreement is conditioned upon Bankruptcy Court approval. The Trustee shall take all reasonable steps to seek such approval.

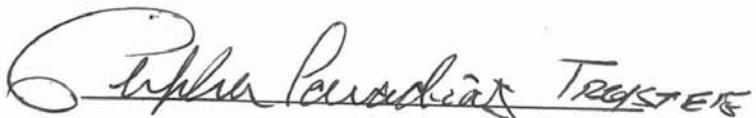
5. DISMISSALS OF RELEASED CLAIMS. Within ten business days of the entry of an order of the Bankruptcy Court approving this Agreement, the Cavadias Trust will cause a Withdrawal of the Administrative Expense with prejudice, and the Trustee shall cause the Tenth, Eleventh, and Twelfth Claims for Relief alleged in the Complaint to be dismissed with prejudice.

7. GENERAL PROVISIONS:

A. This Agreement, the releases contained herein, and the consideration referred to herein, effect the settlement of claims which are denied and contested, and neither anything contained herein nor the giving of the consideration provided for herein shall be construed as an admission by any party hereto of any liability of any kind.

B. Each Party has participated in the drafting and preparation of this Agreement, and no provision of this Agreement shall be interpreted for or against a Party because that Party or that Party's representative drafted such provision, and the Agreement shall be construed as if prepared by all Parties jointly.

C. Each Party shall pay for their own legal fees, costs, and other expenses relating to the negotiation and execution of this Agreement.



Stephen Cavadias, as Trustee of the
Cavadias Family 2003 Trust

PROOF OF SERVICE

I am over the age of eighteen years and am not a party to the within action. I am employed in the County of Orange, State of California, at the law offices of Finlayson Toffer Roosevelt & Lilly LLP, members of the bar of this Court. My business address is 15615 Alton Parkway, Suite 270, Irvine, California 92618. On May 5, 2023, I served a true copy / the original of the foregoing document(s) described as:

NOTICE OF INTENDED ACTION AND OPPORTUNITY OF HEARING

- BY CM/ECF NOTICE OF ELECTRONIC FILING:** Pursuant to controlling General Orders, a true copy will be served by the Court via Notice of Electronic Filing ("NEF") and hyperlink to the document. I checked the CM/ECF docket for this case and determined that the parties on the attached Service List are on the Electronic Mail Notice List to receive NEF transmission at the electronic mail addresses noted.
 - BY UNITED STATES MAIL:** I enclosed the document(s) in a sealed envelope or package to the parties on the attached Service List and placed it for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
 - BY ELECTRONIC MAIL:** I caused the document(s) to be sent to the parties on the attached Service List at the electronic mail addresses listed.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on May 5, 2023.

/s/ Hind AbdulKader

Hind AbdulKader

In re Vey's Bandit, LLC
U.S.B.C. S.D. Cal. Case No. 22-00294-CL7

SERVICE LIST

VIA NEF

- **Christopher R. Barclay** admin@crb7trustee.com,
mlcunanan@crb7trustee.com;QCRBARCLAY2@ecf.axiosfs.com
 - **Craig E. Dwyer** craigdwyer@aol.com
 - **Jesse S. Finlayson** jfinlayson@ftrlfirm.com, hkader@ftrlfirm.com
 - **Paul J Leeds** Pleeds@fsl.law, ssanchez@fsl.law;jwilson@fsl.law
 - **Corina R Pandeli** corina.pandeli@usdoj.gov,
ustp.region15@usdoj.gov,tiffany.l.carroll@usdoj.gov
 - **Maggie Schroedter** maggie@thersfirm.com,
maria@thersfirm.com,amy@thersfirm.com
 - **United States Trustee** ustp.region15@usdoj.gov
 - **Peter Villar** peter.villar@troutman.com,
felisa.lybarger@troutman.com,richard.hagerty@troutman.com
 - **Dennis J. Wickham** wickham@scmv.com, nazari@scmv.com

VIA U.S. MAIL

See attached service list pursuant to Order on Limiting Notice [ECF No 124].

**Case 22-00294-CL7, In re Vey's Bandit
Service List. Served pursuant to Order on Limiting Notice [ECF No. 124].**

ILLINOIS DEPARTMENT OF REVENUE-BANKRUPTCY
PO BOX 19035
Springfield, IL 62794-9035

Infosys Limited
Shyju Varghese
2300 Cabot Drive, Suite #575
Lisle, IL 60532

Tennessee Department of Revenue
TDOR c/o Attorney General
PO Box 20207
Nashville, TN 37202

Oklahoma Tax Commission
ATTN: Bankruptcy
PO Box 269056
Oklahoma City, OK 73126

Waste Management
PO BOX 42930
Phoenix, AZ 85080

Missouri Department of Revenue
PO Box 475
Jefferson City, MO 65105

Uline
12575 Uline Drive
Pleasant Prairie, WI 53158

San Diego County Treasure-Tax Collector
Attn: Bankruptcy Desk
1600 Pacific Highway, Room 162
San Diego, CA 92101

Massachusetts Department of Revenue
PO Box 7090
Boston, MA 02204-7090

Form-Craft Business Systems
4952 Naples Street
San Diego, CA 92110

State of New Jersey Division of Taxation
PO Box 245
Trenton, NJ 08695

Arkansas Department of Finance
Revenue Legal Counsel
P.O. Box 1272, Rm. 2380
Little Rock, AR 72203

NM Taxation & Revenue Department
PO Box 8575
Albuquerque, NM 87198-8575

Rambur, Inc
7887 Sitio Abeto
Carlsbad, CA 92009

NM Taxation & Rev Dept
PO Box 8575
Albuquerque, NM 87198-8575

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

New York State Department of Taxation
Bankruptcy Section
P O Box 5300
Albany, NY 12205-0300

Rock West Composites
7625 Panasonic Way
San Diego, CA 92154

Digital Throttle
774 Mays Bl.
PO Box 10-457
Incline Village, NV 89451

Comptroller of the Treasury
301 W Preston Street Room #409
Baltimore, MD 21201-2383

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

Minnesota Revenue
PO Box 64447-BKY
St Paul, MN 55164-0447

Colorado Dept of Revenue
Bankruptcy Dept, Rm 104
1881 Pierce St
Lakewood CO 80214

West Virginia State Tax Department
Bankruptcy Unit
P.O. Box 766
Charleston, WV 25323-0766

Powerstride Battery
122 Enterprise Ct.
Corona, CA 92882

American Express National Bank, AENB
c/o Zwicker and Associates, P.C.
Attorneys/Agents for Creditor
P.O. Box 9043
Andover, MA 01810-1041

Nebraska Department of Revenue
Attention Bankruptcy Unit
PO Box 94818
Lincoln, NE 68509-4818

Idaho State Tax Commission
Attn: Bankruptcy
Boise, ID 83722

Georgia Dept of Revenue
1800 Century Bl. NE
#9100
Atlanta, GA 30345

ARI Network Services, Inc.
d/b/aLeadventure
26600 SW Parkway Ave, Suite 400
Wilsonville, OR 97070

Indiana Department of Revenue
100 North Senate Avenue
N-240 MS 108
Indianapolis, IN 46204

Crown Equipment Corporation
Sebaly Shillito + Dyer LPA
c/o James A. Dyer, Attorney & Agent
1900 Kettering Tower
Dayton, OH 45423

State of Florida - Department of Revenue
Post Office Box 6668
Tallahassee, FL 32314-6668

State of Nevada Department of Taxation
700 E Warm Springs Rd Ste 200
Las Vegas, NV 89119

San Diego BMW Motorcycles
5673 Kearny Villa Rd. #A
San Diego, CA 92123

Department of Taxation
State of Hawaii
Attn: Bankruptcy Unit
PO Box 259
Honolulu, HI 96809-6820

Pennsylvania Department of Revenue
Bankruptcy Division
PO Box 280946
Harrisburg, PA 17128

California Dept. of Tax and Fee
Administration
Collections Support Bureau, MIC: 55
PO Box 942879
Sacramento, CA 942879-0055

Wisconsin Department of Revenue
4-SPU Bankruptcy PO Box 8901
Madison, WI 53708-8901

WA Department of Revenue
2101 4th Ave, Suite 1400
Seattle, WA 98121

Dell Financial Services, LLC
Resurgent Capital Services
PO Box 10390
Greenville, SC 29603-0390

Controller of Public Accounts
C/O Office of the Attorney General
Bankruptcy - Collections Division MC-008
PO Box 12548
Austin TX 78711-2548

Forter, Inc.
c/o David Primack, Esq.
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